

COUNTY COUNCIL
OF
HARFORD COUNTY, MARYLAND
BILL NO. 08-13

Introduced by Council President Boniface at the request of the County Executive

Legislative Session Day No. 08-02

Date: January 15, 2008

A BILL approving and providing for a multi-year Installment Purchase Agreement by Harford County, Maryland (the "County") to acquire development rights in up to 185 acres of agricultural land located at Rocks Road, Street, Maryland 21154 from MILTON MARTIN, RAYMOND MARTIN AND THE ESTATE OF ELSIE K. MARTIN, or any other owner thereof for a maximum purchase price of the lesser of \$2,439,450.70 or \$13,186.22 per acre or portion thereof but equal to the lesser of the maximum easement per acre value or the maximum development right value but not in excess of the maximum per acre cap as determined pursuant to Bill No. 07-05 passed by the County Council of Harford County, Maryland on April 10, 2007, approved by the County Executive of the County on April 11, 2007 and effective on June 10, 2007 (the "Agricultural Land Preservation Act"); providing that the County's obligation to pay such purchase price and interest thereon shall be a full faith and credit general obligation of the County; providing for the levying of taxes for such payments; authorizing the County Executive to make modifications in such Agreement under certain circumstances; providing for and determining various matters in connection therewith.

By the Council,

Introduced, read first time, ordered posted and public hearing scheduled

on: February 19, 2008

at: 7:00 p.m.

By Order: Barbara J. O'Connor, Council Administrator

PUBLIC HEARING

Having been posted and notice of time and place of hearing and title of Bill having been published according to the Charter, a public hearing was held on February 19, 2008, and concluded on February 19, 2008.

Barbara J. O'Connor, Council Administrator

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW. [BRACKETS] indicate matter deleted from existing law. Underlining indicates language added to Bill by amendment. Language lined through indicates matter stricken out of Bill by amendment.

RECITALS

1
2
3 In accordance with the provisions of Section 524 of the Charter of Harford County (the
4 "Charter"), the Annual Budget and Appropriation Ordinance of Harford County, Maryland (the
5 "County") for fiscal year 2008, Bill No. 07-13 (the "Budget Ordinance") includes a project
6 permitting the County to enter into installment purchase agreements to acquire development
7 rights in agricultural lands located within the County, which Budget Ordinance was adopted by
8 the County Council of Harford County, Maryland (the "County Council"), in accordance with the
9 Charter.

10 Section 520 of the Charter provides that "any contract, lease or other obligation in excess
11 of three thousand dollars (\$3,000) requiring the payment of funds from the appropriations of a
12 later fiscal year shall be authorized by legislative act", and Section 524 of the Charter provides
13 that the County may incur debt and pursuant to the Agricultural Land Preservation Act, the
14 County has been authorized and empowered to enter into installment purchase agreements to
15 purchase easements for agricultural land preservation purposes.

16 The Agricultural Land Preservation Act provides that after review by the Harford County
17 Agricultural Advisory Board in accordance with the County's Easement Priority Ranking System
18 and approval by the Harford County Board of Estimates, the County Council, may approve and
19 provide for the acquisition of the development rights in each particular parcel of agricultural
20 land, as defined in the Authorizing Act.

21 Attached to this Bill as Exhibit A is an application to sell a development rights easement
22 signed by the landowner where agricultural land is the subject of this Bill.

23 Attached to this Bill as Exhibit B are records of The Harford County Agricultural
24 Advisory Board evaluating all applications to offer development right easements to the County,
25 with each application ranked pursuant to the County's easement priority ranking system.

The County has now determined to enter into an Installment Purchase Agreement with MILTON MARTIN, RAYMOND MARTIN AND THE ESTATE OF ELSIE K. MARTIN, or any other person who is or becomes the owner of all or any portion of the Land (hereinafter defined) prior to execution and delivery of such Agreement, in order to acquire the development rights in approximately 185 acres, more or less, of agricultural land located at Rocks Road, Street, Maryland 21154 within the County for an aggregate purchase price of \$2,439,450.70, plus interest thereon, the actual amount of the purchase price to be equal to the lesser of such maximum amount or \$13,186.22 times the number of acres in such land, upon the terms and conditions hereinafter set forth, but equal to the lesser of the maximum easement per acre value or the maximum development right value but not in excess of the maximum per acre cap, the actual purchase price to be determined in accordance with the Agricultural Land Preservation Act.

NOW, THEREFORE:

SECTION 1. BE IT ENACTED BY THE COUNTY COUNCIL OF HARFORD COUNTY, MARYLAND, That

(a) Harford County, Maryland (the "County") shall enter into an Installment Purchase Agreement (the "Installment Purchase Agreement") with MILTON MARTIN, RAYMOND MARTIN AND THE ESTATE OF ELSIE K. MARTIN, or any person who is or becomes the owner of all or any portion of the Land (hereinafter defined) prior to the execution and delivery of the Installment Purchase Agreement (the "Seller") in order to acquire the development rights in approximately 185 acres of land, more or less, located at Rocks Road, Street, Maryland 21154 within the County (the "Land"), for an aggregate purchase price not in excess of \$2,439,450.70 (the "Purchase Price"), plus interest thereon as hereinafter provided; provided that the actual amount of the Purchase Price shall be equal to the lesser of such maximum amount or \$13,186.22 multiplied by the number of acres in the Land, but equal to the

1 lesser of the maximum easement per acre value or the maximum development right value but not
2 in excess of the maximum per acre cap as determined pursuant to the Agricultural Land
3 Preservation Act. The aggregate Purchase Price shall be set forth in an Agreement of Sale
4 between the County and the Seller, and the deferred portion of the Purchase Price not paid at
5 closing, shall be set forth in the Installment Purchase Agreement hereinabove described;

6 (b) The Installment Purchase Agreement shall be in substantially the form
7 attached hereto as Exhibit C and made a part hereof, and in such form the Installment Purchase
8 Agreement is hereby approved as to form and content. The Installment Purchase Agreement
9 shall be dated as of the date of its execution and delivery by the County and the Seller (the
10 "Closing Date");

11 (c) A portion of the Purchase Price, in the amount determined as hereinafter
12 provided, shall be paid in cash on the Closing Date. The balance of the Purchase Price shall be
13 paid to the Seller in each year thereafter to and including a date not more than thirty (30) years
14 after the Closing Date. The dates on which each such installment is payable shall be determined
15 by the County Executive and the Treasurer and shall be inserted in the form of the Installment
16 Purchase Agreement attached hereto as Exhibit C;

17 (d) Interest on the unpaid balance of the Purchase Price shall accrue from the
18 Closing Date and shall be payable at least annually in each year, commencing on the first of such
19 dates to follow the Closing Date and continuing to and including a date not more than thirty (30)
20 years after the Closing Date at an interest rate equal to the yield on U.S. Treasury STRIPS
21 maturing on the date next preceding the final maturity date in the Installment Purchase
22 Agreement determined as of the business day preceding the Closing Date and rounded to the next
23 highest 0.05% per annum. Interest shall be calculated on the basis of a 360-day year of twelve
24 30-day months;

(e) The County's obligation to make payments of the Purchase Price under the Installment Purchase Agreement and to pay interest thereon is and shall be a general obligation of the County and is and shall be made upon its full faith and credit.

SECTION 2. BE IT FURTHER ENACTED BY THE COUNTY COUNCIL OF HARFORD COUNTY, MARYLAND,

That it is hereby found and determined that:

(a) The acquisition of the development rights in the Land as set forth in Section 1 of this Bill and in the form of the Installment Purchase Agreement attached hereto as Exhibit C is in the best interests of the County;

(b) The Installment Purchase Agreement is a contract providing for the payment of funds at a time beyond the fiscal year in which it is made and requires the payment of funds from appropriations of later fiscal years;

(c) Funds for the payment of the Purchase Price under the Installment Purchase Agreement are included in the Budget Ordinance, As Amended;

(d) The County shall acquire the development rights in the Land in perpetuity;

(e) The Purchase Price is within the legal limitation on the indebtedness of the County as set forth in Article 25A, § 5(P) of the Annotated Code of Maryland;

(f) The cost of acquiring the development rights in the Land is equal to the Purchase Price;

(g) The only practical way to acquire the development rights in the Land is by private negotiated agreement between the County and the Seller.

SECTION 3. BE IT FURTHER ENACTED BY THE COUNTY COUNCIL OF HARFORD COUNTY, MARYLAND, That the Installment Purchase Agreement shall be signed by the County Executive of the County (the "County Executive") by his manual signature, and the Installment Purchase Agreement shall bear the corporate seal of the County, attested by the

1 manual signature of the Director of Administration of the County (the "Director of
2 Administration"). In the event that any officer whose signature shall appear on the Installment
3 Purchase Agreement shall cease to be such officer before the delivery of the Installment Purchase
4 Agreement, such signature shall nevertheless be valid and sufficient for all purposes, the same as
5 if such officer had remained in office until delivery.

6 SECTION 4. AND BE IT FURTHER ENACTED BY THE COUNTY COUNCIL OF
7 HARFORD COUNTY, MARYLAND, That the County Executive and the Treasurer are hereby
8 authorized, prior to execution and delivery of the Installment Purchase Agreement, to make such
9 changes or modifications in the form of the Installment Purchase Agreement attached hereto as
10 Exhibit C as may be required or deemed appropriate by them in order to accomplish the purpose
11 of the transactions (including, but not limited to, determining the portion of the Purchase Price to
12 be paid in cash on the Closing Date and establishment of interest and principal payment dates in
13 each year that the Installment Purchase Agreement is outstanding) authorized by this Bill;
14 provided that such changes shall be within the scope of the transactions authorized by this Bill
15 and the execution of the Installment Purchase Agreement by the County Executive shall be
16 conclusive evidence of the approval by the County Executive of all changes or modifications in
17 the form of the Installment Purchase Agreement and shall thereupon become binding upon the
18 County in accordance with its terms, as authorized by Section 524 of the Charter and the
19 Authorizing Act (collectively, the "Enabling Legislation"), and as provided for in this Bill.

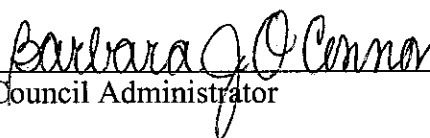
20 SECTION 5. BE IT FURTHER ENACTED BY THE COUNTY COUNCIL OF
21 HARFORD COUNTY, MARYLAND, That the County Executive, the Director of
22 Administration, the Treasurer of the County and other officials of the County are hereby
23 authorized and empowered to do all such acts and things and to execute, acknowledge, seal and
24 deliver such documents (including a Tax Certificate and Compliance Agreement) and certificates
25 as the County Executive may determine to be necessary to carry out and comply with the

land preservation and other available funds, to pay any installment of the Purchase Price under the Installment Purchase Agreement maturing during the succeeding year and to pay the annual interest on the outstanding balance of the Purchase Price until all of the Purchase Price under the Installment Purchase Agreement and such interest have been paid in full; and the full faith and credit and the unlimited taxing power of the County are hereby irrevocably pledged to the punctual payment of the Purchase Price under the Installment Purchase Agreement and the interest on the unpaid balance of the Purchase Price as and when the same respectively become due and payable.

SECTION 8. BE IT FURTHER ENACTED BY THE COUNTY COUNCIL OF HARFORD COUNTY, MARYLAND, That this Bill shall take effect sixty (60) calendar days after it becomes law.

EFFECTIVE: April 21, 2008

The Council Administrator of the Council does hereby certify that fifteen (15) copies of this Bill are immediately available for distribution to the public and the press.


Council Administrator

HARFORD COUNTY BILL NO. 08-13

Brief Title Agricultural Preservation Milton Martin

is herewith submitted to the County Council of Harford County for enrollment as being the text as finally passed.

CERTIFIED TRUE AND CORRECT

Barbara J. O'Connor
Council Administrator

Date February 19, 2008

ENROLLED

Bill B. Baifano
Council President

Date February 19, 2008

BY THE COUNCIL

Read the third time.

Passed: LSD 08-05

Failed of Passage: _____

By Order

Barbara J. O'Connor
Council Administrator

Sealed with the County Seal and presented to the County Executive for approval this 20th day of February, 2008 at 3:00 p.m.

Barbara J. O'Connor
Council Administrator



BY THE EXECUTIVE

David R. Craig
COUNTY EXECUTIVE

APPROVED: Date February 21, 2008

BY THE COUNCIL

This Bill No. 08-13 having been approved by the Executive and returned to the Council, becomes law on February 21, 2008.

EFFECTIVE DATE: April 21, 2008

Barbara J. O'Connor
Barbara J. O'Connor,
Council Administrator

BILL NO. 08-13

provisions of this Bill subject to the limitations set forth in the Enabling Legislation and any limitations set forth in this Bill.

SECTION 6. BE IT FURTHER ENACTED BY THE COUNTY COUNCIL OF HARFORD COUNTY, MARYLAND, That the Treasurer of the County is hereby designated and appointed as registrar and paying agent for the Installment Purchase Agreement (the "Registrar"). The Registrar shall maintain, or cause to be maintained, books of the County for the registration and transfer of ownership of the Installment Purchase Agreement. In addition, the County may, from time to time, designate and appoint the Department of the Treasury of the County, any officer or employee of the County or one or more banks, trust companies, corporations or other financial institutions to act as a substitute or alternate registrar or paying agent for the Installment Purchase Agreement, and any such substitute or alternate shall be deemed to be the Registrar or an alternate Registrar for all purposes specified in the resolution appointing such substitute or alternate. Any such appointment shall be made by the County Council by resolution and the exercise of such power of appointment, no matter how often, shall not be an exhaustion thereof.

SECTION 7. BE IT FURTHER ENACTED BY THE COUNTY COUNCIL OF HARFORD COUNTY, MARYLAND, That for the purpose of paying the installments of the Purchase Price when due and payable and the interest on the unpaid portion of the Purchase Price when due and payable, there is hereby levied, and there shall hereafter be levied in each fiscal year that any portion of the Purchase Price payable under the Installment Purchase Agreement remains outstanding, *ad valorem* taxes on real and tangible personal property and intangible property subject to taxation by the County, without limitation of rate or amount, and, in addition, upon such other intangible property as may be subject to taxation by the County within limitations prescribed by law, in an amount sufficient, together with the portion of the transfer tax imposed on transfers of real property in Harford County which is dedicated to agricultural

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EXHIBIT A

Application

1
2
3

DAVID R. CRAIG
HARFORD COUNTY EXECUTIVE

LORRAINE COSTELLO
DIRECTOR OF ADMINISTRATION



C. PETE GUTWALD
DIRECTOR OF PLANNING & ZONING

HARFORD COUNTY GOVERNMENT

Department of Planning and Zoning

Estate of Elsie K. Martin
Mr. Milton Martin, et al.
Mr. Raymond Martin, et al.
4504 Rocks Road
Street Maryland 21154

FORM OF COMMITMENT LETTER

RE: Placement of a Harford County Land Preservation Easement on approximately 177 acres

Dear Martin Family:

We are pleased to extend an offer to purchase the development rights and place a County Land Preservation Easement on your property of approximately 177 acres, subject to verification before settlement by survey submitted to Harford County, located at several addresses on Rocks Rd, Street MD. In accordance with your application, please check one of the following payment options, along with your cash at settlement request:

- ☐ 100% Cash at settlement
 - ☐ 10 yr Installment Purchase Agreement (IPA) with \$ _____ at settlement.
 - ☒ 20 yr Installment Purchase Agreement (IPA) with \$504,000⁰⁰ at settlement.
 - ☐ 30 yr Installment Purchase Agreement (IPA) with \$ _____ at settlement.
- P - 204,000
M 300,000

This agreement is subject to the following terms and conditions:

1. Purchase Price: Harford County (County) offers to purchase the Development rights from the Seller for a purchase price of \$2,430,000.00 dollars for 18 development rights (legislated cap) or \$13,186.22 dollars per surveyed acre (Valuation Formula), whichever is less, pursuant to the enabling legislation or other exclusion acreage required by the County.
2. Documentation: All instruments and documents required shall be subject to approval as to form and substance by the County, the County's attorney and Miles & Stockbridge, Bond Counsel (Bond Counsel). Bond Counsel shall prepare all documents evidencing the Deed of Easement. In addition to those

~ Preserving Harford's past; promoting Harford's future ~

MY DIRECT PHONE NUMBER IS
220 SOUTH MAIN STREET BEL AIR, MARYLAND 21014 410.638.3000 • 410.879.2000 • TTY 410.638.3086 • www.harfordcountymd.gov
THIS DOCUMENT IS AVAILABLE IN ALTERNATIVE FORMAT UPON REQUEST.

items specifically set forth in this letter, the Seller shall furnish to the County, prior to the Settlement Date, any other documents or materials as the County may require.

3. Conditions Precedent to Settlement:

(a) Not less than fourteen (14) days prior to the Settlement Date, the Seller shall furnish to the County, a Subordination Agreement in recordable form from each Mortgagee and other lien holder having a lien on all or any portion of the land which Subordination Agreement shall be satisfactory in all respects to the County subordinating such person's interest in the Land to the rights of the County under the Deed of Easement. The County will develop the Subordination Agreement(s) if needed and forward to mortgage holder(s).

(b) The Seller shall provide an updated survey of the Land to the County at the expense of the Seller within fourteen (14) days prior to the Settlement Date. The survey shall be certified to the Title Company and or the Seller, and County, and shall show dimensions and locations of all improvements, easements, rights-of-way, adjoining sites, absence of any encroachment and such other details as the County may require.

4. Title Insurance: The County shall receive within seven (7) days prior to the Settlement Date, a title insurance binder with a commitment to issue a title insurance policy in the amount of the Purchase Price, insuring the ownership of the Development Rights by the County, subject only to those exceptions to title as are approved by the County and its Counsel, and with affirmative insurance on such matters as the County may require.

5. Expenses: The County shall pay all costs relating to the recording of the Deed of Easement, all title examinations charges, the premium for the title insurance policy, and fees of Bond Counsel for a reasonable number of hours of time expended on consultation with legal or financial advisors of the Seller and the out-of-pocket expenses of Bond Counsel. The Seller shall pay the fees and expenses of its own counsel, accountants and the cost of a survey.

6. Termination by County: This commitment is being made in reliance upon information supplied by the Seller to the County in connection with the sale of the Development Rights. If the County, acting in good faith, should determine that any such information or supporting representation of a material nature is false, inaccurate, incomplete or misleading, the County may rescind and cancel this commitment.

7. Brokerage: The County shall pay no fee or commission to any broker or agent in connection with the purchase of the Development Rights, and the Seller

hereby agrees to indemnify and hold harmless the County against all claims for brokerage fees and commissions.

8. Receipt of Opinion of Bond Counsel: It is a condition precedent to the settlement of the transaction contemplated hereby that the County and the Seller receive an opinion from Bond Counsel, dated on the Settlement Date, to the effect that under existing laws, regulations, rulings and decisions, interest paid under the Installment Purchase Agreement is not includible in the gross income of the Seller (or any holder of the Installment Purchase Agreement) for federal income tax purpose, which opinion may assume continuous compliance with certain covenants in the Tax Certificate and Compliance Agreement to be executed and delivered by the County on the date of delivery of the Installment Purchase Agreement and may be otherwise limited in accordance with its terms.
9. Acknowledgment of Seller with Regard to Tax Consequences of Transaction: The Seller acknowledges that the Seller has made an independent investigation and has consulted with attorneys, accountants and others selected by the Seller with respect to all tax considerations related to the transaction contemplated hereby (other than the matter described in Section 8 hereof), and the Seller certifies that the Seller has not looked to or relied upon the County or any of its officials, agents or employees, or to Bond Counsel, with respect to any of such matters.
10. Assignment Prohibited: This commitment may not be assigned or in any way transferred by the Seller without prior written approval of the County.
11. Entire Agreement: No statements, agreements or representation, oral or written, which may have been made to the Seller or to any employee or agent of the Seller, either by the County or by any employee, agent or broker acting on the Seller's behalf, with respect to the purchase of the Development Rights, shall be of any force or effect, except to the extent stated in this commitment, and all prior agreements and representations with respect to such purchase are merged herein. This commitment may not be changed except by written agreement signed by the Seller and the County.
12. Settlement Date; Survival: This transaction may be closed sixty (60) business days after Council action; provided all conditions precedent to closing have been met. This transaction must be fully settled within one hundred and twenty (120) business days from Council action, time being of the essence, or legislation approval will expire, however, a sixty (60) day extension can be requested for hardship cases. The terms of this commitment shall supersede in full, any prior commitment issued by the County in connection with the transaction contemplated hereby; and this commitment shall not survive settlement.

We are pleased to make this offer to you. Please indicate your acceptance of this commitment by signing and returning to us the executed original of this letter.

THE FOREGOING TERMS AND CONDITIONS ARE HEREBY AGREED
TO AND ACCEPTED THIS 30 day of December, 2007.

Witness: Stephen C. Martin SELLER: Milton W. Martin
Milton W. Martin

Witness: Milton W. Martin SELLER: Stephen C. Martin
Stephen C. Martin

Witness: Stephen C. Martin SELLER: Milton W. Martin
Milton W. Martin

Witness: Milton W. Martin SELLER: A. Raymond Martin Jr.
A. Raymond Martin Jr.

Witness: Milton W. Martin SELLER: A. Raymond Martin, Jr, PR
Estate of Elsie K. Martin

Witness: A. Raymond Martin, Jr SELLER: Milton W. Martin
Milton W. Martin, PR
Estate of Elsie K. Martin

THIS FORM MUST BE DATED, SIGNED AND RETURNED BY
December 21, 2007 OR SOONER.



A.R. Martin Farms Property

Easements Ag Districts Vegetation Streams

04-044258 2231/1070

04-44169 642/320

700 350 0 700 Feet

November 2007

I. **APPLICANT** (i.e., the owner of the land). Indicate the portion owned by each owner.

A. Correct legal name: A Raymond Martin 66.6 acres
Milton Martin 103.4 acres

B. Address (if mailing address is a post office box, please give a street address as well):

A.R. Martin 5009 Fawn Grove Rd. Pylesville Md. 21137
Milton Martin - 4424 Rock Rd. Street, Ind. 21154

C. Telephone No. 410-452-5322 Fax No. N/A
410-836-1235

D. Social Security Number or Tax Identification Number for each owner.

A Raymond Martin
Milton Martin

E. Type of legal entity:

☒ Individual

☐ corporation incorporated in the State of _____

☐ general partnership created in the State of _____

☐ limited partnership created in the State of _____

☐ limited liability company created in the State of _____

F. Description of Applicant's business and percentage of income attributed to agricultural production: slaving farming - 100%

G. Contact person at Applicant's organization:

1. Name: Milton Martin

2. Title: Owner

3. Telephone: 410-452-5312

H. Legal counsel representing Applicant in proposed transaction:

1. Name: _____

2. Address: _____

3. Telephone No. _____ Fax No. _____

I. Surveyor representing applicant (not applicable if survey is 1960 or newer and completely closes)

1. Name: Erich Schmitt - Highland Surveyors Inc.

2. Address: 4501 Swan Grove Rd.
Street, Ind. 21154

3. Telephone No. 410-836-1238 Fax No. _____

J. Information concerning ownership (attach copy of deed(s) for all parcels).

Please list below all information for each parcel contained in this easement purchase.

1. Date of acquisition; recording reference; Harford County Tax map and parcel number; acres; address; sale of land, development rights, family conveyances or easement restriction applied to each parcel.

Multon Martin - 103.4 acres
1 Family Conveyance
9 Building Rights
Raymond Martin - 66.66 acres
3 Family Conveyances
5 Building Rights
1 lot for the 66.66 acres

- K. Mortgagees or Deeds of Trust or other encumbrances (including leases). Lien holders will be required to subordinate their mortgage or deed of trust to the easement of the County.

None

- L. Describe all uses currently made of the land and by whom:
Agricultural

Multon Martin - Crop growing for dairy
Animals

Non-Agricultural

N/A

M. Zoning Classifications (if known).

N. Identify all children of owner(s).

Name	Address
<u>Martin W. Martin</u>	<u>910 Helly Cross Rd., Street Md. 21154</u>
<u>Stephen C. Martin</u>	<u>4484 Rocks Rd., Street Md. 21154</u>
<u>David Martin</u>	<u>1625 Gerry Rd., Street Md. 21154</u>
<u>Michael Martin</u>	<u>1125 N. Sanilimas Canyon Rd.</u>
	<u>Sanilimas, CA. 91773</u>
<hr/>	<hr/>
<hr/>	<hr/>

O. Identify all living mothers, fathers, brothers or sisters of owners of this property willing to participate in family conveyance lot transactions.

Name	Address
<u>Milton Martin</u>	<u>4484 Rocks Rd., Street, Md. 21154</u>
<u>Raymond Martin</u>	<u>5009 Fawn Grove Rd. Pikesville, Md.</u>
	<u>21132</u>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

P. Identify all residences and buildings on the land.

One Heffer + a Dry Cow Barn

One Milking Parlor + Free stall barn

One Tenant House - One Main House

Q. Applicant's accountant.

Name: _____

Address: _____

Telephone No.: _____

R. Identify all soil and/or water conservation plans in effect concerning the land and if all practices are applied (forward copy of SCS plan). - N/A

Aimee C. O'Neill, O'Neill Enterprise

P.O. Box 394

Forest Hill, Ind. 21050

S. Farm land breakdown *Milton Martin 103.4 acres - Raymond Martin 66.6*

Cropland acres *64.0*

53.0

Pasture acres *30.4*

13.66

Woodland acres *5.0*

0

Homestead acres *3.0*

0

Other *1.0*

0

T. Innovative farming practices on farm and type and production.

N/A

U. Has the Applicant, or any principal, officer, or principal stockholder:

1. Ever been convicted of a criminal offense other than a traffic violation?

☐ Yes

☒ No

If yes, please explain: _____

2. Ever been involved in bankruptcy or insolvency proceedings?

☐ Yes

☒ No

If yes, please explain: _____

3. Is there any litigation pending against the Applicant, principal, officer or principal shareholder?

☐ Yes

☒ No

If yes, please explain: _____

V. Other:

Are there any other facts or circumstances of a material nature (e.g., conflicts of interest) relating to any of the parties to the proposed transaction, the proposed facility, or its uses, which have not been clearly described in this application or which deserves further explanation?

☐ Yes

☒ No

X. Please indicate whether you will take Installment Purchase option or lump sum payment.

Installment Purchase - For Both

II. EXECUTION

It is understood that the above information is submitted in good faith, based on present expectations of the Applicant, to aid the Agricultural Advisory Board of Harford County, Maryland in its consideration of this application for the sale of a development rights easement to Harford County, Maryland.

It is further understood that I/we, as Applicant, under this program may be required to attend a session of the County Council of Harford County, Maryland. The session will be a public hearing regarding this request. Meetings may also be necessary with the member of the County Council who represents the geographic area where the land is located.

The information in this application and supporting exhibits is true and complete to the best of my/our knowledge and is submitted for the purpose of the sale of development rights easement to Harford County, Maryland. I/We authorize Harford County to conduct whatever investigation it feels is necessary to properly evaluate and process this application. I/We understand that this application is subject to review of the Agricultural Advisory Board approval of the County Council of Harford County, Maryland, title search, survey, soil evaluation and other factors set forth in the Act.

Dated at Seabrook md, on Oct. 29, 2007.
(City) (State)

[Signature]
Melvin W. Martin

results

Page 1 of 1

	Maryland Department of Assessments and Taxation HARFORD COUNTY Real Property Data Search (2007 vwd.3)	Go Back View Map New Search
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Account Identifier: District - 04 Account Number - 044169

Owner Information

Owner Name:	MARTIN AUGUST R SR & WF	Use:	AGRICULTURAL
Mailing Address:	4504 ROCKS RD STREET MD 21154-1211	Principal Residence:	YES
		Deed Reference:	1) / 642/ 380 2) / 459/ 332

Location & Structure Information

Premises Address	Legal Description
4504 ROCKS ROAD STREET 21154	115.17 AC 4504 ROCKS ROAD S BUSHES CORNER P 126/83

Map	Grid	Parcel	Sub District	Subdivision	Section	Block	Lot	Assessment Area	Plat No:	126083
17	2B	6						1	Plat Ref:	

Special Tax Areas	Town
	Ad Valorem
	Tax Class

Primary Structure Built	Enclosed Area	Property Land Area	County Use
1950	1,636 SF	115.17 AC	

Stories	Basement	Type	Exterior
1	YES	STANDARD UNIT	SIDING

Value Information

	Base Value	Value As Of	Phase-in Assessments As Of	As Of	PREFERENTIAL LAND VALUE INCLUDED IN LAND VALUE
		01/01/2007	07/01/2007	07/01/2008	
Land	131,390	171,390			
Improvements:	89,760	145,070			
Total:	221,150	316,460	252,920	284,690	
Preferential Land:	36,390	36,390	36,390	36,390	

Transfer Information

Seller:	Date:	Price:
Type:	Deed1:	Deed2:
Seller:	Date:	Price:
Type:	Deed1:	Deed2:
Seller:	Date:	Price:
Type:	Deed1:	Deed2:

Exemption Information

Partial Exempt Assessments	Class	07/01/2007	07/01/2008
County	000	0	0
State	000	0	0
Municipal	000	0	0

Tax Exempt:	NO	Special Tax Recapture:
Exempt Class:		AGRICULTURAL TRANSFER TAX

http://sdatcert3.resiusa.org/rp_rewrite/details.aspx?County=13&SearchType=ACCT&Dis... 12/05/2007

3/19/64 Del Tor N. P. Cronin

LREN 642 PAGE 378

THIS DEED, made this 16th day of January, in the year 1964, by AUGUST R. MARTIN, JR. and ELSIE K. MARTIN, his wife, and AUGUST R. MARTIN, JR. and MARIAN LOUISE MARTIN, his wife, of Harford County, State of Maryland.

WITNESSETH that for and in consideration of the sum of ten dollars, and other good and valuable consideration, the receipt of which is hereby acknowledged, the said August R. Martin, Sr. and Elsie K. Martin, his wife, and August R. Martin, Jr. and Marian Louise Martin, his wife, do hereby grant and convey unto ZERO, INC., a body corporate of the State of Maryland, all those two farms, tracts or parcels of land situate and lying in the Fourth Election District of Harford County, State of Maryland, approximately four miles west of Cardiff and lying on or near the State Road leading from Rocks to Bush's Corner, 1st containing 178.19 acres of land, more or less, and the 2nd, containing 25.4 acres of land, more or less, and being the same and all the land described in a deed from Ray G. Osborne and Lorraine F. Osborne, his wife, dated May 5, 1956, to the said August R. Martin, Sr. and Elsie K. Martin, his wife, and August R. Martin, Jr. recorded among the Land Records of Harford County in Liber G.R.G. No. 459, folio 332.

TOGETHER with the buildings and improvements thereon and the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD unto the said Zero, Inc., its successors and assigns, forever in fee simple.

AND the said grantors do hereby covenant to warrant specially the lands and premises herein described and intended to be conveyed, and to execute such other and further assurances

HARFORD COUNTY CIRCUIT COURT (Land Records) [MSA CE 54-538] GRG 842, p. 0378. Printed 12/13/2007. Image available as of 04/07/2008.

LEA 642 PAGE 379

thereof as may be necessary or requisite.

AS WITNESS our hands and seals:

TRANSFERRED

C. P. Wimmer

PER *Ad. 9-16-64*

August R. Martin, Sr. (SEAL)
August R. Martin, Sr.

Elsie K. Martin (SEAL)
Elsie K. Martin

August R. Martin, Jr. (SEAL)
August R. Martin, Jr.

Marian Louise Martin (SEAL)
Marian Louise Martin

TEST:

Marian P. Greenland

ALL TAXES PAID
KATHERINE E. ANDERSON, TREAS.
3/16/64

STATE OF MARYLAND, COUNTY OF HARFORD, Sec.

I HEREBY CERTIFY, that on this *16th* day of *March*,

in the year 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for Harford County, duly commissioned and qualified, personally appeared AUGUST R. MARTIN, JR. and ELSIE K. MARTIN, his wife, and AUGUST R. MARTIN, JR. and MARIAN LOUISE MARTIN, his wife, and acknowledged the foregoing deed to be their act and deed.

AS WITNESS my hand and Notarial seal:



Marian P. Greenland
Notary Public

RECEIVED FOR RECORD
& RECORDED
MAR 17 10 11 AM '64
LORD
JAMES H. CRUICKSHANK
CLERK

3/26/64 Del. Tor. W. P. Cronin

LIBER 642 PAGE 380

THIS DEED, made this 16th day of ^{March}~~January~~, 1964, by ZERO, INC., a body corporate of the State of Maryland.

WITNESSETH that for and in consideration of the sum of ten dollars, and other good and valuable consideration, the receipt of which is hereby acknowledged, the said Zero, Inc. does hereby grant and convey unto AUGUST R. MARTIN, SR. and ELSIE K. MARTIN, his wife, of Harford County, State of Maryland, all those two farms, tracts or parcels of land situate and lying in the Fourth Election District of Harford County, State of Maryland, approximately four miles west of Cardiff and lying on or near the State Road leading from Rocks to Bush's Corner, first, containing 178.19 acres of land, more or less, and the second, containing .25.4 acres of land, more or less, and being the same and all the land described in a deed from Ray G. Osborne and Lorraine P. Osborne, his wife, dated May 5, 1956, to August R. Martin, Sr. and Elsie K. Martin, his wife, and August R. Martin, Jr., recorded among the Land Records of Harford County in Liber G.R.G. No. 459, folio 332. And being also the same and all the land described in a deed of even date herewith from August R. Martin, Sr. and Elsie K. Martin, his wife, and August R. Martin, Jr. and Marian Louise Martin, his wife, to Zero, Inc. to be recorded among the Land Records of Harford County prior to the recording of this deed.

TOGETHER with the buildings and improvements thereon and the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD unto the said AUGUST R. MARTIN, SR. and ELSIE K. MARTIN, his wife, as tenants by the entireties, their heirs and assigns, forever in fee simple.

AND the said grantor does hereby covenant to warrant

HARFORD COUNTY CIRCUIT COURT (Land Records) [MSA CE 54-539] GRG 642, p. 0380. Printed 12/07/2007. Image available as of 02/07/2008.

LIBEL 642 PAGE 381

specially the lands and premises herein described and intended to be conveyed, and to execute such other and further assurances thereof as may be necessary or requisite.

AS WITNESS the hand of DONALD SMITH, President of ZERO, INC., together with its corporate seal, attested by GEORGE HOWARD, Secretary.

TRANSFERRED
C. P. VANCE
PER 3-16-64
ATTEST:
George Howard, Secretary.

ZERO, INC.
By Donald Smith, President

ALL TAXES PAID
KATHERINE E. ANDERSON, TREAS.
3/16/64

STATE OF MARYLAND, COUNTY OF HARFORD, Oct.

I HEREBY CERTIFY, that on this 16th day of March, in the year 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for Harford County, duly commissioned and qualified, personally appeared DONALD SMITH, President of ZERO, INC. and acknowledged said deed to be the act and deed of ZERO, INC.

AS WITNESS my hand and Notarial seal:

NOTARY PUBLIC
HARFORD COUNTY, MD

Notary Public

NOTARY PUBLIC
HARFORD COUNTY, MD

RECEIVED FOR RECORD
& RECORDED IN 1964
NOW FILED IN ONE OF THE

MAR 17 10 13 AM '64
ALSO TO THE HARFORD
COUNTY CLERK
CLERK

5-14-56 Mailed to Meager and Meager, 200 West Saratoga St., Baltimore, Md.

LIBER 459 PAGE 332

THIS DEED, Made this 4th day of May - , in the year one thousand nine hundred and fifty-six be and between RAY G. OSBORNE and LORRAINE P. OSBORNE, his wife, of the County of Harford, in the State of Maryland, of the first part, and AUGUST B. MARTIN, SR. and ELISE K. MARTIN, his wife, and AUGUST R. MARTIN, JR., single, of the second part.

WITNESSETH, that in consideration of the sum of Five Dollars, and other good and valuable considerations, the receipt of which is hereby acknowledged, the said Ray G. Osborne and Lorraine P. Osborne do grant and convey unto the said August B. Martin, Sr. and Elsie K. Martin, his wife, and August R. Martin, Jr., single, as Joint tenants and not tenants in common, their assigns, the survivor of them and the survivor's heirs and assigns, in fee simple, all those lots of ground, situate, lying and being in the Fourth Election District of Harford County, Maryland, about four miles west from Cardiff and lying on or near the State Road leading from Rocks to Bush's Corner. -----

and described as follows:

TRACT 1. Beginning for tract No. 1 at a stone heretofore set on a hill west of the State Road leading from the Rocks to Bush's Corner the said stone being a corner of the land of S. Walter Gladden and running thence binding on the Gladden land North Eighty-two (82) degrees Fifteen (15) minutes East Three Hundred Eighty-nine (389) feet to the middle of the State Road aforesaid and thence crossing said State Road and binding on the Northerly side of the County Road leading from said State Road to Highland North Eighty-two (82) degrees Fifteen (15) minutes East Six Hundred Seventy (670) feet to the middle of the old abandoned County Road leading from the Rocks to Highland and thence binding on the middle of said Old Road the five following courses viz: North One (1) degree West Six Hundred Fifty-three (653) feet North Two (2) degrees Forty (40) minutes East One Thousand (1000) feet North Eleven (11) degrees Twenty (20) minutes East One Hundred Eighty-eight (188) feet and North One (1) degree thirty (30) minutes West Five Hundred Twenty-eight (528) feet to the Southerly side of the right of way conveyed by Robert L. Livesay and wife to the County commissioners of Harford County by Deed dated February 11th, 1938, and recorded among the Land Records of Harford County in Liber S.W.G. No. 251, folio 88; and thence binding on the Southerly side of said right of way North Eighty-six (86) degrees Forty (40) minutes West Four Hundred Fifty-four (454) feet to the middle of said State Road leading from Rocks to Bush's Corner.

MEAGER & MEAGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

HARFORD COUNTY CIRCUIT COURT (Land Records) [BASA CE 54-358] GRG 459, p. 0332 Printed 12/07/2007. Image available as of 04/07/2008.

LIBER 459 PAGE 333

and thence binding on the middle of said State Road North Threes (3) degrees Thirty-six (36) minutes West One Hundred Ninety-five (195) feet North No (00) degrees Fifty-eight (58) minutes East One Hundred Thirty-five (135) feet; thence crossing said State Road and binding on the middle of an old road leading from Holy Cross Church to Highland North Thirty-two (32) degrees Twenty-one (21) minutes East Four Hundred Twenty-seven (427) feet to a stone at the forks of said road, thence binding on the middle of the fork of said road leading to the aforesaid state Road and Bushs Corner North nine (9) degrees West Five Hundred Thirty-two (532) feet to the middle of the said State Road and thence binding on the middle of said State Road North Threes (3) degrees Forty-six (46) minutes West Forty-two (42) feet North Seven (7) degrees Ten (10) minutes West One Hundred Eighteen and eight-tenths (118.8) feet North Five (5) degrees Twenty-four (24) minutes West One Hundred Thirty (130) feet and thence crossing said road and binding on the dividing line between lands of John K. Greer and the land now being described, said dividing line being particularly described in a Deed from John K. Greer et al to O. Ray Livesay et al dated October 9th, 1920, and recorded among the aforesaid Land Records in Liber D.G.W. No. 203, folio 156, North Eighty-six (86) degrees Forty (40) minutes West Six Hundred Twenty-four and One-tenth (624.1) feet due North Two Hundred Fifty-one and Seven-tenths (251.7) feet to a stone on the South side of an old county Road leading from said State Road to Clermont Mills and thence North Fifteen (15) feet more to the middle to said road thence beginning on the middle of said road as described in said deed North Eighty-seven (87) degrees Twenty-five (25) minutes West Two Hundred (200) feet South Eighty-seven (87) degrees Fifty-five (55) minutes West One Hundred Forty-five (145) feet South Eighty-(80) degrees Twenty-five (25) minutes West Two Hundred Sixty-five (265) feet and South Seventy (70) degrees Thirty-five (35) minutes West Ninety-seven and Two-tenths (97.2) feet; thence leaving the outline of said deed but still with said road South Sixty-two (62) degrees Thirty (30) minutes West Two Hundred Forty-eight (248) feet, thence South Thirty-three (33) degrees Twenty (20) minutes East Nine and One-tenth (9.1) feet to a stone on the South side of said road; thence south Sixty-one (61) degrees Fifty (50) minutes West Three Hundred Seventy (370) feet to a post at the corner of lands of James Ramplly and thence binding on the Ramplly land South Twenty-two (22) degrees East Fifteen Hundred Thirty (1530) feet to a stone South Sixty (60) degrees Thirty (30) minutes West Six Hundred Ten (610) feet to a stone; thence binding

MCGHEE & MCGHEE
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

- 2 -

HARFORD COUNTY CLERK COURT (Land Records) [BASA CE 64-356] GRG 459, p. 0333. Printed 12/07/2007. Image available as of 04/07/2008.

LIBER 459 PAGE 334

on the tract of land conveyed by Robert L. Livesay to S. Walter Gladden by Deed dated March 14th, 1921, and recorded among the Land Records aforesaid in Liber J.A.R. No. 173, folio 35, South Twenty-seven (27) degrees Ten (10) minutes East Eight Hundred Fifty-eight (858) feet to a stone on the North side of the road leading from Holy Cross Church to Deer Creek and thence South Twenty-seven (27) degrees Ten (10) minutes East Eleven (11) feet to the middle of said Road; thence with the middle of said road South Fifty-three (53) degrees Eleven (11) minutes West Four Hundred Fifty-six and three-tenths (456.3) feet and thence crossing said road and binding on other lands of said S. Walter Gladden South Twenty-four (24) degrees Thirty (30) minutes East Twelve (12) feet to a stone; thence South Twenty-four (24) degrees Thirty (30) minutes East Nine Hundred Thirty-eight (938) feet to a stone; thence South Seventy-one (71) degrees Forty-five (45) minutes East Three Hundred (300) feet to a large white oak tree; thence South Forty-two (42) degrees Thirty (30) minutes East Eight Hundred Fifty-eight (858) feet to a stone marked T. S.; thence North Seventy-four (74) degrees East One Hundred Sixty-five and Five-tenths (165.5) feet to a white oak tree; thence North Twenty-nine (29) degrees Thirty (30) minutes East Four Hundred Thirty-two and Nine Tenths (432.9) feet to the place of beginning. Containing One Hundred Seventy-eight and Nineteen One-hundredths (178.19) acres more or less surveyed February 9 and 10, 1943.

TRACT 2. Beginning for Tract 2 at a stone on the North side of the County Road leading from Holy Cross Church to Deer Creek at the end of the third line of the tract of land conveyed by Robert L. Livesay to S. Walter Gladden by Deed dated March 14th, 1921, and recorded among the said Land Records in Liber J.A.R. No. 173, folio 35, and running thence binding reversely on said third line as now surveyed North Twenty-nine (29) degrees Thirty (30) minutes West Nine Hundred Forty-three and Nine-tenths (943.9) feet to a stone and thence leaving the Gladden land and binding on lands of James Hampley South Fifty-nine (59) degrees West Two Hundred Sixty (260) feet South Sixty-seven (67) degrees Twenty-(20) minutes West One Hundred Seventy-five (175) feet North Sixty-nine (69) degrees Forty-five (45) minutes West Three Hundred Eighty-seven (387) feet South Fourteen (14) degrees Eight (8) minutes West Four Hundred Seventy (470) feet and South Nine (9) degrees Thirty-five (35) minutes West Six Hundred Forty-two (642) feet to the middle of the aforesaid road and thence binding on the middle of said road North Eighty-four (84)

- 3 -

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

HARFORD COUNTY CIRCUIT COURT (Land Records) [MSA CE 54-358] GRG 459, p. 0334. Printed 12/07/2007. Image available as of 04/07/2008.

LIBER 459 PAGE 333

degrees Forty-one (41) minutes East Two Hundred Thirty-three and Nine-tenths (233.9) feet South Seventy-nine (79) degrees Twenty-seven (27) minutes East Seven Hundred Ten and Six-tenths (710.6) feet North Sixty (60) degrees Thirty (30) minutes East One Hundred (100) feet North Forty (40) degrees Forty-five (45) minutes East Two Hundred Two (202) feet North Fifty (50) degrees Twenty-six minutes East Two Hundred Fifty-six (256) feet thence crossing said Road North Twenty-nine (29) degrees Thirty (30) minutes East Fifteen (15) feet to the place of Beginning. Containing Twenty-five and Four-tenths (25.4) acres more or less as surveyed February 10th, 1943, by Glen C. Deaton. The two tracts contain an aggregate of Two Hundred Three and Fifty-nine One-hundredths (203.59) acres more or less.

BEING the same tracts of ground which by Deed dated February 12, 1943 and recorded among the Land Records of Harford County in Liber G.C.B. No. 276, folio 1203, was granted and conveyed by Robert L. Livesay and Myrtle Livesay, his wife, to the within named grantors.

TOGETHER with the buildings and improvements thereupon erected, made or being, and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or anywise appertaining.

TO HAVE AND TO HOLD the said lots of ground and premises, above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said August R. Martin, Sr. and Elsie K. Martin, his wife, and August R. Martin, Jr. Single, as Joint Tenants and not tenants in common, their heirs and assigns, the survivor of them and the survivor's heirs and assigns, in fee simple.

AND the said parties of the first part hereby covenants that they have not done or suffered to be done any act, matter or thing whatsoever to encumber the property hereby conveyed; that they will warrant specially the property granted; and that they will execute such further assurances of the same as may be requisite.

WITNESS the hands and seals of the said grantors

Test:

Betty Lou Vogt
Betty Lou Vogt

Ray G. Osborne (SEAL)
Ray G. Osborne

Morraine P. Osborne (SEAL)
Morraine P. Osborne

(SEAL)

MEEZER & MEEZER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

HARFORD COUNTY CIRCUIT COURT (Land Records) (MSA CE 54-368) BRG 459, p. 0335. Printed 12/07/2007. Image available as of 04/07/2008.

LIBER 459 PAGE 336

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 4th - day of May, in the year one thousand nine hundred and fifty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Ray G. Osborne and Lorraine P. Osborne, his wife, the above named grantors known to me or satisfactorily proven to be the persons whose names are subscribed to the within deed, and they have acknowledged the foregoing deed to be their act.

AS WITNESS my hand and Notarial Seal.

Betty Lou Vogt
Betty Lou Vogt, Notary Public
BALTIMORE, MARYLAND
NOTARY PUBLIC

My Commission Expires May 6, 1957

TRANSFERRED
STEPHEN M. KAHN, JR.
PER 42 5/8/56

ALL TAXES PAID
STRETT BOWMAN, TREAS.
5/8/56



MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

HARFORD COUNTY CIRCUIT COURT (Land Records) [MSA CE 34-356] GRG 42 5/8/56
04/17/2006

- 5 -
rec'd for record May 8th 1956 at 9:23 A.M.
recorded & examined, per
Clerk R. Greer, Clerk.

results

Page 1 of 1

	Maryland Department of Assessments and Taxation HARFORD COUNTY Real Property Data Search (2007 v02.3)	Go Back View Map New Search

Account Identifier: District - 04 Account Number - 044258

Owner Information

Owner Name:	MARTIN MILTON W MARTIN STEPHEN CHRISTOPHER ET AL	Use:	AGRICULTURAL
Mailing Address:	4424 ROCKS ROAD STREET MD 21154-1212	Principal Residence:	YES
		Deed Reference:	1) / 2231/1090 2)

Location & Structure Information

Premises Address	Legal Description
4424 ROCKS ROAD	61.966 AC
STREET 21154-1212	4424 ROCKS ROAD
	S OF BUSHES CORNER

Map	Grid	Parcel	Sub District	Subdivision	Section	Block	Lot	Assessment Area	Plot No:
17	3B	266						1	Plot Ref:

Special Tax Areas	Town Ad Valorem Tax Class
--------------------------	--

Primary Structure Built	Enclosed Area	Property Land Area	County Use
1840	2,916 SF	61.96 AC	
Stories	Basement	Type	Exterior
2	YES	STANDARD UNIT	SIDING

Value Information

	Base Value	Value As Of 01/01/2007	Phase-in Assessments As Of 07/01/2007	As Of 07/01/2008	PREFERENTIAL LAND VALUE INCLUDED IN LAND VALUE
Land	137,110	187,110			
Improvements:	215,240	309,370			
Total:	352,350	496,480	400,393	448,436	
Preferential Land:	18,360	18,360	18,360	18,360	

Transfer Information

Seller: MARTIN MILTON W	Date: 03/16/1995	Price: \$0
Type: NOT ARMS-LENGTH	Deed1: / 2231/1090	Deed2:
Seller: MARTIN MILTON W	Date: 03/16/1995	Price: \$0
Type: NOT ARMS-LENGTH	Deed1: / 2231/1087	Deed2:
Seller:	Date:	Price:
Type:	Deed1:	Deed2:

Exemption Information

Partial Exempt Assessments	Class	07/01/2007	07/01/2008
County	000	0	0
State	000	0	0
Municipal	000	0	0

Tax Exempt: NO	Special Tax Recapture:
Exempt Class:	AGRICULTURAL TRANSFER TAX

http://sdatcert3.resiusa.org/rp_rewrite/details.aspx?County=13&SearchType=ACCT&Dis... 12/05/2007

THIS DEED made this 24th day of February, 1995, by
JOYCE LEE MARTIN (hereinafter referred to as "Grantor").

WITNESSETH, that for and in consideration of the sum of ZERO
DOLLARS (\$0.00) and other good and valuable considerations, the
receipt and adequacy of which is hereby acknowledged, the said
Grantor does hereby grant and convey unto STEPHEN CHRISTOPHER
MARTIN and MARTIN WILLIAM MARTIN (hereinafter referred to as
"Grantees"), all her right, title and interest, being an
undivided one-half (1/2) interest, in and to all that lot or
parcel of land situate and lying in the FOURTH ELECTION DISTRICT
of Harford County, State of Maryland, located on Rocks Road
(Maryland Route #24), containing 61.9715 acres of land, more or
less.

DP FD SFE : 1.80
RECORDING FEE 28.00

BEING the same and all the land more particularly described
in and conveyed by a Deed dated April 7, 1980 from August R.
Martin, Sr. and Elsie K. Martin, his wife, to Milton W. Martin
and Joyce L. Martin, his wife, and recorded among the Land
Records of Harford County in Liber H.D.C. 1118, folio 430.

TOGETHER with the buildings and improvements thereon and all
the rights, ways, roads, waters, water courses, easements,
privileges, advantages and appurtenances thereto belonging or in
anywise appertaining.

DP FD SFE : 1.80
RECORDING FEE 28.00

TO HAVE AND TO HOLD the above described lot or parcel of
land unto the said Grantees, as tenants in common, their
respective personal representatives or assigns, forever in fee
simple.

DP FD SFE : 1.80
RECORDING FEE 28.00

AND the said Grantor does hereby covenant to warrant
specially the lot or parcel of land above described and hereby
intended to be conveyed, and to execute such other and further
assurances of the same as may be requisite and necessary.

AS WITNESS the hand and seal of the Grantor the day and year
first above written.

WITNESS:

[Signature] [Signature] (SEAL)
JOYCE LEE MARTIN

LIB2231 FILED 087

STATE OF MARYLAND
NOTARY PUBLIC
JOYCE LEE MARTIN
19-22-0

State of Maryland Land Instrument Intake Sheet

County: Harris

Information provided is for the use of the Clerk's Office and State Department of Assessments and Taxation only.

(Type or Print in Block Ink Only—All Copies Must Be Legible)

Multiple Instruments of the same transaction should be submitted to correspond with Sections 2, 4, 7, and 8. Number documents in the order to be recorded.
() Check Box if Addendum Intake Form is Attached

☒ Deed ☐ Lease ☐ Other
☐ Deed of Trust ☐ Contract
☐ Mortgage ☐ Land Installation Cont.

2 Consideration and Fees
Combination Amount/Recordation Fees Doc. 1 Doc. 2
Consideration, including Assessed Indebtedness \$ 0.00
Recording Charge \$ 26.00
Surcharge \$ 5.00
State Recordation Tax \$
State Transfer Tax \$
County Transfer Tax (if Applicable) \$
Other \$
Total Fees \$ 25.00

3 Exemptions (if Applicable) Cite or Explain Authority
Recordation Tax Exemption: None to Date
State Transfer Tax Exemption:
County Transfer Tax Exemption:

4 Contact/Mail Information
Instrument Subscribed By or Contact Person
Name: Stewart H. Gatz, Esq.
Firm:
Address: 76 S. Main St.
Belt Air, MD 21014
Phone: 979-2210

Return Instrument To (Check Applicable Box Below or Provide Appropriate Address)
() Return to Contact Person as Provided Above () Hold for Pick Up () Address Provided on Instrument
Name:
Address:

5 Description of Property
District: 04 Property Tax ID No. (3): 044252 Grantor: 1181450 Map: 17 Parcel No.: 166 Var. LOG: 3(B)
Subdivision Name: 4444 Locks Rd. Location/Address of Property Being Conveyed (2): Sheet MD 21154
Partial Conveyance () Yes () No () Description/Am. of So./FA/Int. Transferred: 6.1 So. 1/4 Sec. 16 T. 69 N. 15 E.

6 Transferred From
If Partial Conveyance, List Improvements Conveyed:
Doc. 1 - Grantor(s) Name(s): Martin, Joyce Lee
Doc. 2 - Grantor(s) Name(s):
Doc. 1 - Owner(s) of Record, if Different from Grantor(s):
Doc. 2 - Owner(s) of Record, if Different from Grantor(s):

7 Transferred To
Doc. 1 - Grantor(s) Name(s): Martin, Stephen Christopher
Doc. 2 - Grantor(s) Name(s): Martin, Martin William
Doc. 1 - Additional Names to be Indexed (Optional):
Doc. 2 - Additional Names to be Indexed (Optional):

8 Other Names to Be Indexed
Special Recording Instructions (if any)

9 Special Instructions

10 Conveyance Type
Check Box Private Sale with Improvements () Private Sale Unimproved () Multiple Accounts/Property () All Other ()

11 Assessment Information
IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER
LIVES: No Will the property being conveyed be the grantor's principal residence?
Yes No Does transfer include personal property? If yes, identify:
Yes () No Was property surveyed? If yes, attach copy of survey (if needed, no copy required).
New Owner's (Grantor's) Mailing Address: 4444 Locks Rd., Sheet, MD 21154

Assessment Use Only - Do Not Write Below This Line
Transfer Number: 10 Doc. Number: 10 Doc. Date: 10/10/10 Doc. Type: Deed Doc. Sub: 101 Doc. Fee: 25.00
Assessed Property No.: 044252 Parcel No.: 166 Var. LOG: 3(B)
Assessment Information: 4444 Locks Rd., Sheet, MD 21154

THIS DEED, made this 24th day of February, 1995, by
MILTON WILLIAM MARTIN of Harford County, State of Maryland.

WITNESSETH, that for and in consideration of the sum of Zero Dollars (\$0.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the said Milton William Martin does hereby grant and convey all his right, title and interest, being an undivided one-half (1/2) interest, unto MILTON WILLIAM MARTIN, for and during his natural life, with full power and authority, and subject to the limitations hereinafter set forth, and after his death, unto STEPHEN CHRISTOPHER MARTIN, his personal representatives and assigns, forever, in fee simple, all that lot or parcel of land situate and lying in the FOURTH ELECTION DISTRICT of Harford County, State of Maryland, located on Rocks Road (Maryland Route #24), containing 61.9715 acres of land, more or less.

DP FD SEE: 5.00
RECORDING FEE 25.00

BEING the same and all the land more particularly described in and conveyed by a Deed dated April 7, 1980 from August R. Martin, Sr. and Elsie K. Martin, his wife, to Milton W. Martin and Joyce L. Martin, his wife, and recorded among the Land Records of Harford County in Liber M.D.C. 1118, folio 430.

TOTAL 25.00
RECORDED RD#4327

TOGETHER WITH the buildings and improvements thereon and all the rights, roads, ways, waters, water courses, privileges and appurtenances thereunto belonging or in any manner connected therewith.

TO HAVE AND TO HOLD the above-granted and described premises, unto and to the proper use and benefit of the said Milton William Martin for and during his natural life, with full power unto him, to sell, mortgage, lease, rent or dispose of in any manner whatsoever, except by Last Will and Testament, the entire estate in and to the above described property and to consume the proceeds thereof in any manner that he may desire; it being the intention hereof that he have the right to exercise any of the powers hereinbefore enumerated, subject, however, to the limitations herein mentioned in, over and upon not only the life estate hereby created in his favor, but also over the remainder interest after his said life

1002231 FEB 1995

GETS, GETS AND GETS
ATTACHED TO LAND
AS A GAIN FREELY
GIVEN AND NOT
870-22-0

HARFORD COUNTY (Land Records) (MSA CE 54-211A) CGH 2231, p. 1090. Printed 12/07/2007. Online 06/22/2005.

estate, and immediately upon his death, without having exercised any of the powers herein enumerated, then unto Stephen Christopher Martin, his personal representatives and assigns, absolutely.

AND the said Milton William Martin does hereby covenant to warrant specially the lands and premises hereby conveyed and to execute such other and further assurances of the same as may be requisite and necessary.

AS WITNESS the hand and seal of Milton William Martin the day and year first above written. —

WITNESS:

[Signature]

[Signature] (SEAL)
MILTON WILLIAM MARTIN

STATE OF MARYLAND, COUNTY OF HARFORD, TO WIT:

I HEREBY CERTIFY, that on this 24th day of February, 1995, before me, a Notary Public of the State of Maryland, personally appeared MILTON WILLIAM MARTIN, known to me, or satisfactorily proven, to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purpose therein contained; and, further, he acknowledged that the consideration stated herein is true and correct.

IN WITNESS WHEREOF, I hereunto set my hand and seal.

[Signature]
NOTARY PUBLIC

My Commission Expires:

10/1/96



This is to certify that this Deed was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

[Signature]
STEWART H. GETZ

C:\WP51\FORMS\DEEDS.DZ

STATE OF MARYLAND TRANSFER TAX IN THE

None

STATE:

MARYLAND ASSOCIATES

County of Harford County

PROPERTY PRESENTLY NOT ON WATER

& SEWER SYSTEM PER: PA

DATE: 3/14/95

HARFORD COUNTY

[Signature] 3/19/95
By Date

GETZ, GETZ AND GETZ
ATTORNEYS AT LAW
600 N. MAIN STREET
P.O. BOX 200
P. O. BOX 200

HARFORD COUNTY MARYLAND
TRANSFER TAX PD \$ 0
ALL OTHER TAXES PAID

3/14/95

BOOK 231 PAGE 091

State of Maryland Land Instrument Intake Sheet
County: Hartford

Information provided is for the use of the Clerk's Office and State Department of Assessments and Taxation only.

(Type or Print in Black Ink Only—All Entries Must Be Legible)

1. **Type(s) of Instruments**
☒ Multiple Instruments of the same transaction should be numbered to correspond with Sections 3, 4, 7, and 8. Number documents in the order to be recorded.
☐ (Check Box if Addendum Intake Form is Attached)
☐ Deed ☐ Lease ☐ Other _____
☐ Deed of Trust ☐ Contract _____
☐ Mortgage ☐ Land Instrument Cont. _____

2. **Consideration and Fees**

Consideration Amount/Recordation Fee	Doc. 1	Doc. 2
Consideration, including Assumed Indebtedness \$	0.00	
Recording Charge \$	20.00	
Surcharge \$	5.00	
State Recordation Tax \$		
State Transfer Tax \$		
County Transfer Tax (if Applicable) \$		
Other \$		
Total Fees \$	25.00	

3. **Exemptions (if Applicable)**
 Recordation Tax Exemption: None
 State Transfer Tax Exemption: None
 County Transfer Tax Exemption: None

4. **Contact/Title Information**
 Instrument Submitted By or Contact Person
 Name: Stewart H. Gertz, Esq.
 Firm: _____
 Address: 26 S. Main St.
Baltimore, MD 21204
 Phone: 877-221-1010
 Return to Contact Person as Provided Above ☒ Hold for Pick Up ☐ Address Provided on Instrument ☐

5. **Description of Property**
 District: 04 Property Tax ED No. (1): 044358 Owner Address/Parcel: 1118/430 Map: 17 Parcel No.: 2616 Var. LOG: ☐ (B)
 Subdivision Name: _____ Lot (a): _____ Block (b): _____ Sect./A/R (c): _____ Plat Ref.: _____ Sq. Ft./Acreage (d): 61,971.56
 Location/Address of Property Being Conveyed (2): 4424 Rocks Rd. Street, MD 21154
 Partial Conveyance? ☐ Yes ☒ No Description/Amt. of Sq. Ft./Acreage Transferred: _____

6. **Transferred From**
 Doc. 1 - Grantor(s) Name(s): Martin, Milton William
 Doc. 2 - Grantor(s) Name(s): _____
 Doc. 1 - Owner(s) of Record, if Different from Grantor(s): _____
 Doc. 2 - Owner(s) of Record, if Different from Grantor(s): _____

7. **Transferred To**
 Doc. 1 - Grantee(s) Name(s): Martin, Milton William, life estate
 Doc. 2 - Grantee(s) Name(s): Martin, Stephen Christopher, remainder
 Doc. 1 - Additional Names to be Indexed (Optional): _____
 Doc. 2 - Additional Names to be Indexed (Optional): _____

8. **Other Names to Be Indexed**
 Doc. 1 - _____
 Doc. 2 - _____

9. **Special Instructions**
 Special Recording Instructions (if any): _____

10. **Conveyance Type**
☒ Deed Sale ☐ Private Sale ☐ Multiple Accounts ☐ All
☐ with Improvements (1) ☐ Unimproved (2) ☐ Property (3) ☐ Other (9) _____

11. **Assessment Information**
 IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTO COPY MUST ACCOMPANY EACH TRANSFER
☒ Yes ☐ No With the property being conveyed to the grantee's principal residence?
☐ Yes ☒ No Does transfer include personal property? If yes, identify: _____
☐ Yes ☒ No Who property surveyed? If yes, attach copy of survey (if needed, no copy required)
 New Owner's (Grantee) Mailing Address: 4424 Rocks Rd. Street, MD 21154

Assessment Use Only - Do Not Write Below This Line

Transfer Method	Authorized Signature	Notary Public	Notary Public	Notary Public	Notary Public	Notary Public	Notary Public
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
No	No	No	No	No	No	No	No
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
No	No	No	No	No	No	No	No
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
No	No	No	No	No	No	No	No
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
No	No	No	No	No	No	No	No

FORM 281 (REV) 09/02

Distributor: State - Clerk's Office/County - SDAT (Print - Prepare)

ACC-DC-200 (7/99)

EXHIBIT B

Records of The Harford County Agricultural Advisory
Board evaluating and ranking applications pursuant
to the County's easement priority ranking system.

Harford County Government
Agricultural Preservation Farm Ranking 2007

	Name	Address	Farm Type	Acres	DR	FC	Score
1	Milton and Raymond Martin	4504 Rocks Road Street, MD 21154	Beef/Grain/Dairy	177	14	4	242.34
2	Estate of Carolyn Jacobs	4725 Rocks Road Street, MD 21154	Grain	69	6	0	233.99
3	Sam Foard, Jr.	425 Fawn Grove Road Street, MD 21154	Grain	93	7	0	222.64
4	Laura Taylor	4633 Graceton Road Street, MD 21154	Grain	103	10	0	221.37
5	Brian Adelhardt	4435 Prospect Road Whiteford, MD 21160	Christmas Trees	86	7	0	220.07
6	Edward Harkins	2622 Ady Road Forest Hill, MD 21050	Grain	81	7	0	216.5
7	Burman Family	Heaps/Taylor Roads Whiteford, MD 21160	Grain	63	1	9	215.66
8	Debbie Bowers	900 La Grange Road Street, MD 21154	Hay/Forestry	94	7	9	212.04
9	Dottie Enfield Macy	1039 Heaps Road Street, MD 21154	Beef/Hay	73	1	4	211.37
10	Andrew Lohr	3212 Snake Lane Churchville, MD 21028	Orchard	91	8	5	210.9
11	Enfield Family LLC	634 Wheeler School Rd Whiteford, MD 21160	Beef/Grain	87	8	0	207.39
12	Samuel & Anne Mace	Route 1 Darlington, MD 21034	Grain/Forestry	39	3	0	205.61
13	Robert & Joyce Edie	5510 Norrisville Road White Hall, MD 21161	Grain	61	5	0	204.11
14	Phillip & Barbara Klein	2900 Houcks Mill Road Monkton, MD 21111	Equine/Grain	98	7	0	203.38
15	Helen Whiteford	4630 Graceton Road Street, MD 21154	Grain	48	4	0	201.17
16	Charles & Grace Glock	314 Reckord Road Fallston, MD 21047	Grain	118	9	0	199.46
17	James Shackelford	1535 Jarrettsville Road Jarrettsville, MD 21084	Beef/Hay/Grain	127	11	1	196.28
18	Robert Martin	4535 Graceton Road Street, MD 21154	Hay	59	4	0	195.15
19	Marlene Ball	3324 Level Road Churchville, MD 21028	Grain	65	1	0	194.7
20	Harry Comer	1559 Arena Road Darlington, MD 21034	Beef/Hay	65	6	0	192.13

BILL NO. 08-13

	Name	Address	Farm Type	Acres	DR	FC	Score
21	Gary Hanlin	3669 Burkins Road Street, MD 21154	Equine	36	2	0	189.74
22	Kenneth Travers	3153 Aldino Road Churchville, MD 21028	Hay	64	5	0	186.48
23	Edwin Remsburg	2507 Pleasantville Road Fallston, MD 21047	Sheep	20	1	0	186.46

EXHIBIT C

Form of Installment Purchase Agreement

INSTALLMENT PURCHASE AGREEMENT
(No. 2008-)

THIS INSTALLMENT PURCHASE AGREEMENT is made as of the ____ day of _____, 2008 between MILTON MARTIN, RAYMOND MARTIN AND THE ESTATE OF ELSIE K. MARTIN (the "Seller") and HARFORD COUNTY, MARYLAND, a body politic and corporate of the State of Maryland (the "County").

RECITALS

A. Pursuant to and in accordance with Bill No. 07-05 now codified as Section 60-9 of the Harford County Code, as amended (the "Authorizing Act"), the County is authorized to preserve agricultural land in Harford County, Maryland by purchasing the development rights (as defined in the Authorizing Act) in agricultural lands located within the County.

B. The Seller is the owner in fee simple of certain agricultural real property located in Harford County, Maryland and more particularly described in Exhibit A to the Deed of Easement (hereinafter defined) (the "Land"). The Seller has offered to sell to the County the Seller's development rights in the Land and the County has accepted such offer, all upon and subject to the conditions set forth in this Agreement.

C. The County will receive the Seller's development rights in the Land for the purposes set forth in the Authorizing Act.

D. Except for the limited transferability described herein and in the Deed of Easement referred to herein, the transfer by the Seller of their development rights in the Land shall be in perpetuity.

E. The Seller owns _____ acres of Land, which are a part of the Land on which the County is authorized to acquire a Deed of Easement.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the Seller and the County hereby agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.1. Definitions. As used in this Agreement, the following terms have the following meanings, unless the context clearly indicates a different meaning:

"Agricultural Use" means the rights of the Seller to continue to use the Land in perpetuity for agricultural purposes which directly contribute to the production, processing, or storage of agricultural products as defined by the United States Department of Agriculture, including agricultural uses permitted within the Harford County Zoning Code.

"Building Lot" means a lot of two acres or less included as part of the Land on the date hereof, which is hereafter either (a) released from the encumbrance of the Deed of Easement for the purpose of creating a building lot for a dwelling for such original Seller, or (b) conveyed or to be conveyed by the original Seller (but not any heir, personal representative, successor or assign) to one or more of such original Seller's children for the purpose of creating a building lot for a dwelling for such child or children, all in accordance with the Deed of Easement.

"Business Day" or "business day" means a day on which (a) banks located in each of the cities in which the principal office of the County or the Registrar is located are not required or authorized by law or executive order to close for business, and (b) The New York Stock Exchange is not closed.

"Closing Date" means _____, _____, the date of execution and delivery of this Agreement by the parties.

"Code" means the Internal Revenue Code of 1986, as amended. Each reference to the Code herein shall be deemed to include the United States Treasury Regulations in effect or proposed from time to time with respect thereto.

"County" means Harford County, Maryland, a body politic and corporate and a political subdivision created and existing under and by virtue of the Constitution and laws of the State, its successors and assigns.

"County Council" means the County Council of Harford County, Maryland.

"County Executive" means the County Executive of Harford County, Maryland.

"Deed of Easement" means the Deed of Easement dated _____, _____, from the Seller to the County, which shall convey the Development Rights (but not the Agricultural Use) to the County in perpetuity, substantially in form attached hereto as Exhibit A.

"Development Rights" means the rights of the Seller in the Land to develop the Land for any purpose except those which are related directly to or as an accessory use of the Land for Agricultural Use. The term "Development Rights" shall not include the Agricultural Use.

"Enabling Legislation" means, collectively, (1) Section 524 of the Harford County Charter and (2) Bill No. 07-05 passed by County Council on April 10, 2007, approved by the County Executive on April 11, 2007, effective June 10, 2007 as Section 60-9, of the Harford County Code, as amended, and (3) Bill No. 07-__ passed by the County Council on ____, ____, approved by the County Executive on ____, ____, and effective ____, ____, ____.

"Interest Payment Date" means ____ in each year commencing ____, 2008.

"Land" means the tract of land located in Harford County, Maryland, containing approximately ____ acres, and more particularly described in Exhibit A attached to the Deed of Easement and made a part thereof and by reference a part hereof; provided, however, that if (a) a Building Lot is released from the encumbrance of the Deed of Easement for the purpose of creating a building lot for a dwelling for the original Seller, or (b) the original Seller conveys one or more Building Lots to their children in accordance with the Deed of Easement, the Building Lots so released or conveyed shall not thereafter be considered to be part of the Land.

"Permitted Encumbrances" means the encumbrances listed on Exhibit B attached hereto and made a part hereof and any encumbrances on or with respect to the Land or any portion thereof hereafter approved by the County.

"Person" or "person" means any natural person, firm, association, corporation, company, trust, partnership, public body or other entity.

"Purchase Price" means ____ Dollars (\$____), the purchase price to be paid by the County to the Registered Owner in accordance with this Agreement.

"Registered Owner" means the registered owner of this Agreement as shown on the registration books maintained by the Registrar.

"Registrar" means the Treasurer of the County, or any other person hereafter appointed by the County to act as Registrar and paying agent for this Agreement.

"Seller" means ____, their respective heirs, personal representatives, and assigns, and any other person who becomes the owner of the Land.

"State" means the State of Maryland.

SECTION 1.2. Rules of Construction. The words "hereof", "herein", "hereunder", "hereto", and other words of similar import refer to this Agreement in its entirety.

The terms "agree" and "agreements" contained herein are intended to include and mean "covenant" and "covenants".

References to Articles, Sections, and other subdivisions of this Agreement are to the designated Articles, Sections, and other subdivisions of this Agreement.

The headings of this Agreement are for convenience only and shall not define or limit the provisions hereof.

All references made (a) in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders, and (b) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well.

ARTICLE II

SALE AND PURCHASE OF DEVELOPMENT RIGHTS

SECTION 2.1. Agreement to Sell and Purchase Development Rights. The Seller agrees to sell the Development Rights to the County and the County agrees to purchase the Development Rights from the Seller on the date hereof for a purchase price of \$_____ (the "Purchase Price").

SECTION 2.2. Delivery of Deed of Easement. In order to evidence the sale of the Development Rights to the County, the Seller shall execute and deliver to the County on the Closing Date the Deed of Easement. The Deed of Easement shall be recorded among the Land Records of Harford County, Maryland.

ARTICLE III

PAYMENT OF PURCHASE PRICE

SECTION 3.1. Payment of Purchase Price.

(a) The County shall pay a portion of the Purchase Price in the amount of _____ Dollars (\$_____) to the Seller on the Closing Date and shall pay the balance of the Purchase Price to the Registered Owner in installments on _____ and on the same day of each year thereafter to and including _____ (each an "Installment Payment Date"), in the amounts set forth in Schedule I attached hereto and made a part hereof.

(b) Interest on the unpaid balance of the Purchase Price shall accrue from the date hereof and shall be payable to the Registered Owner on _____ and annually thereafter in each year to and including _____ at the rate of _____ % per annum. Interest shall be calculated on the basis of a 360-day year of twelve 30-day months.

(c) Both the installments of the Purchase Price and the interest on the unpaid balance thereof are payable in lawful money of the United States of America, at the time of payment.

(d) Payment of interest on the unpaid balance of the Purchase Price shall be made by the County on each Interest Payment Date to the Registrar. Payments of the principal installments of the Purchase Price shall be made on each Installment Payment Date to the Registrar. The Registrar shall forward all such payments (other than the final installment of the Purchase Price) to the person appearing on the books of the County maintained by the Registrar as the Registered Owner, by check or draft mailed to the Registered Owner at the address of the Registered Owner as it appears on such registration books or, if the Registered Owner is a trustee who has issued certificates of participation in this Agreement, by wire transfer to such Registered Owner to the bank account number on file with the Registrar on the tenth day before the applicable Interest Payment Date or Installment Payment Date, or if such tenth day is not a Business Day, the Business Day next preceding such day. The final installment of the Purchase Price shall be paid by the Registrar to the Registered Owner upon presentation and surrender of this Agreement at the office of the Registrar.

(e) The County's obligation to make payments of the Purchase Price hereunder and to pay interest on the unpaid balance of the Purchase Price is a general obligation of the County, and the full faith and credit and the taxing power of the County are irrevocably pledged to the punctual payment of the Purchase Price and the interest on the unpaid balance of the Purchase Price as and when the same respectively become due and payable.

SECTION 3.2. Registration and Transfer of this Agreement.

(a) Until the Purchase Price and all interest thereon have been paid in full, the Registrar, on behalf of the County, shall maintain and keep at the offices of the Registrar, registration books for the registration and transfer of this Agreement. The ownership of this Agreement may not be transferred or assigned, except upon the written approval of the County.

(b) The original Seller is the original Registered Owner. This Agreement shall be transferable only upon the written approval of the County and upon the books of the County maintained for such purpose by the Registrar, at the written request of the Registered Owner as then shown on such registration books or his attorney duly authorized in writing, upon presentation and surrender thereof, together with a written instrument of transfer substantially in the form attached hereto as Exhibit C, or as may otherwise be satisfactory to and approved by the Registrar in writing, duly executed by the Registered Owner or his attorney duly authorized in writing. Upon the surrender for transfer of this Agreement, the Registrar shall complete the Schedule of Transferees attached hereto as Exhibit D with the name, address and tax identification number of the transferee Registered Owner, the date of the transfer and the outstanding principal balance of the Purchase Price as of the date of transfer; provided, however, that if there is any conflict between the information set forth in Exhibit D hereto and the registration books maintained by the Registrar, the information shown on such registration books shall control.

The County and the Registrar may deem and treat the person in whose name this Agreement is registered upon the books of the County maintained by the Registrar as the absolute owner of this Agreement, whether any payments hereunder shall be overdue or not, for the

purpose of receiving payment of, or on account of, the Purchase Price and interest thereon and for all other purposes, and all such payments so made to any such Registered Owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon this Agreement to the extent of the sum or sums so paid, and neither the County nor the Registrar shall be affected by any notice to the contrary.

For every registration of transfer of this Agreement, the County or the Registrar may make a charge sufficient to reimburse themselves for any tax or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such transfer as a condition precedent to the exercise of the privilege of registering such transfer.

SECTION 3.3. Mutilated, Lost, Stolen or Destroyed Agreement. In the event that this Agreement is mutilated, lost, stolen or destroyed, the County and the Registered Owner (as then shown on the registration books maintained by the Registrar) shall execute a substitute for this Agreement having the same terms as that of this Agreement mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Agreement, such mutilated Agreement shall first be surrendered to the Registrar, and, in the case of any lost, stolen or destroyed Agreement there shall be first furnished to the County and the Registrar evidence of such loss, theft or destruction satisfactory to the County and the Registrar, together with indemnity satisfactory to each of them in their sole discretion. The County and the Registrar may charge the Registered Owner requesting such new Agreement their expenses and reasonable fees, if any, in this connection. If after the delivery of such substitute Agreement, a bona fide purchaser of the original Agreement (in lieu of which such substitute Agreement was issued) presents for payment such original Agreement, the County and the Registrar shall be entitled to recover such substitute Agreement from the person to whom it was delivered or any other person who receives delivery thereof, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor or otherwise to the extent of any loss, damage, cost or expense incurred by the County and the Registrar in connection therewith.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

SECTION 4.1. Representations and Warranties of the County. The County makes the following representations and warranties:

(a) The County is a body politic and corporate and a political subdivision of the State.

(b) The County has the necessary power and authority to acquire the Development Rights, to enter into this Agreement, to perform and observe the covenants and agreements on its part contained in this Agreement and to carry out and consummate all transactions contemplated hereby. By proper action, the County has duly authorized the execution and delivery of this Agreement.

(c) This Agreement has been duly and properly authorized, executed, sealed and delivered by the County, constitutes the valid and legally binding obligation of the County, and is enforceable against the County in accordance with its terms.

(d) There are no proceedings pending or, to the knowledge of the County, threatened before any court or administrative agency which may affect the authority of the County to enter into this Agreement.

SECTION 4.2. Representations and Warranties of the Original Seller. The original Seller makes the following representations and warranties with respect to herself, but not with respect to any transferee Seller:

(a) The Seller has full power and authority to execute and deliver this Agreement and the Deed of Easement, and to incur and perform the obligations provided for herein and therein. No consent or approval of any person or public authority or regulatory body is required as a condition to the validity or enforceability of this Agreement or the Deed of Easement, or, if required, the same has been duly obtained.

(b) This Agreement and the Deed of Easement have been duly and properly executed by the Seller, constitute valid and legally binding obligations of the Seller, and are fully enforceable against the Seller in accordance with their respective terms.

(c) There is no litigation or proceeding pending or, so far as the Seller knows, threatened before any court or administrative agency which, in the opinion of the Seller, will materially adversely affect the authority of the Seller to enter into, or the validity or enforceability of, this Agreement or the Deed of Easement.

(d) There is (i) no provision of any existing mortgage, indenture, contract or agreement binding on the Seller or affecting the Land, and (ii) to the knowledge of the Seller, no provision of law or order of court binding upon the Seller or affecting the Land, which would conflict with or in any way prevent the execution, delivery, or performance of the terms of this Agreement or the Deed of Easement, or which would be in default or violated as a result of such execution, delivery or performance, or for which adequate consents, waivers or, if necessary, subordinations, have not been obtained.

(e) There exist no liens or security interests on or with respect to the Land (other than Permitted Encumbrances), or such liens or security interests will be released or subordinated to the Development Rights.

(f) The Seller is not a nonresident alien of the United States of America for purposes of federal income taxation.

(g) The Social Security Number of the Sellers are _____, _____ and _____. The Tax ID number of the Seller is _____. The Seller shall, upon request of the County, execute Treasurer Form W-9 and deliver the same to the County for filing.

The representations in subsections (f) and (g) above are made under penalties of perjury and the information contained therein may be disclosed by the County to the Internal Revenue Service. The Seller acknowledges that any false statement in such subsections could be punished by fine, imprisonment or both.

ARTICLE V

PROVISIONS RELATING TO EXCLUSION OF INTEREST FROM INCOME FOR FEDERAL INCOME TAXATION

SECTION 5.1. Intent of County and Tax Covenant of County. The County intends that the interest payable under this Agreement shall not be includible in the gross income of the Registered Owner for purposes of federal income taxation pursuant to Section 148 of the Code. Accordingly, the County shall not knowingly take or permit to be taken any other action or actions or omit or fail to take any action, which would cause this Agreement to be an "arbitrage bond" within the meaning of Section 148 of the Code, or which would otherwise cause interest payable under this Agreement to become includible in the gross income of any Registered Owner for purposes of federal income taxation pursuant to Section 148 of the Code.

SECTION 5.2. Acknowledgment of Seller with Regard to Tax Consequences of Transaction. The Seller has received an opinion from Miles & Stockbridge P.C., Bond Counsel, dated the date hereof, to the effect that under existing laws, regulations, rulings and decisions, interest payable under this Agreement is not includible in the gross income of the Seller for federal income tax purposes, which opinion assumes continuous compliance with certain covenants in the Tax Certificate and Compliance Agreement to be executed and delivered by the County on the date of delivery of this Agreement and is otherwise limited in accordance with its terms. The Seller acknowledges that they have made their own independent investigation and have consulted with attorneys, accountants and others selected by the Seller in the Seller's sole discretion with respect to all other tax considerations related to the transaction contemplated hereby (including, but not limited to, installment sales treatment under Section 453 of the Code, charitable contribution deductions under Section 170 of the Code, and federal estate tax implications); and the Seller certifies that the Seller has not looked to or relied upon the County or any of its officials, agents or employees, or to Bond Counsel, with respect to any of such matters.

ARTICLE VI

THE REGISTRAR

SECTION 6.1. Appointment of Registrar. The Treasurer of the County, is hereby designated and appointed to act as Registrar for this Agreement.

SECTION 6.2. Change of Registrar and Appointment of Successor Registrar. The County shall have the right, subject to the terms of any agreement with the Registrar, to change the Registrar at any time by filing with the Registrar to be removed, and with the Registered

Owner, an instrument in writing. Notwithstanding the foregoing, such removal shall not be effective until a successor Registrar has assumed the Registrar's duties hereunder.

SECTION 6.3. Qualifications of Successor Registrar. Any successor Registrar shall be either (a) the Treasurer of the County, (b) an officer or employee of the County, or (c) a bank, trust company or other financial institution duly organized under the laws of the United States or any state or territory thereof which is authorized by law and permitted under the laws of the State to perform all the duties imposed upon it as Registrar by this Agreement.

SECTION 6.4. Successor by Merger or Consolidation. If the Registrar is a bank, trust company or other financial institution, any institution or corporation into which the Registrar hereunder may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Registrar hereunder shall be a party or any institution or corporation succeeding to the corporate trust business (if any) of the Registrar, shall be the successor Registrar under this Agreement, without the execution or filing of any paper or any further act on the part of the parties hereto, anything in this Agreement to the contrary notwithstanding.

ARTICLE VII

MISCELLANEOUS

SECTION 7.1. Successors of County. In the event of the dissolution of the County, all the covenants, stipulations, promises and agreements in this Agreement contained, by or on behalf of, or for the benefit of, the County, the Seller, any other Registered Owner and the Registrar, shall bind or inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County shall be transferred.

SECTION 7.2. Parties in Interest. Except as herein otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation, other than the County, the Seller, any other Registered Owner and the Registrar, any right, remedy or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County, the Seller, any other Registered Owner from time to time of this Agreement and the Registrar.

SECTION 7.3. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns, including, without limitation, all Registered Owners from time to time of this Agreement.

SECTION 7.4. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Agreement and this Agreement shall be construed and enforced as if such illegal or invalid provisions had not been contained herein or therein.

SECTION 7.5. Prior Agreements Canceled; No Merger. This Agreement shall completely and fully supersede all other prior agreements, both written and oral, between the County and the Seller relating to the acquisition of the Development Rights. Neither the County nor the Seller shall hereafter have any rights under such prior agreements but shall look solely to this Agreement and the Deed of Easement for definitions and determination of all of their respective rights, liabilities and responsibilities relating to the Land, the Development Rights and the payment for the Development Rights. In addition, this Agreement shall survive the execution and recording of the Deed of Easement in all respects and shall not be merged therein.

SECTION 7.6. Amendments, Changes and Modifications. This Agreement may not be amended, changed, modified, altered or terminated except by an agreement in writing between the County and the then-Registered Owner. An executed counterpart of any such amendment shall be attached to this Agreement and shall be binding upon such Registered Owner and all successor Registered Owners.

SECTION 7.7. No Personal Liability of County Officials. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, officer, agent or employee of the County in his or her individual capacity, and neither the officers or employees of the County nor any official executing this Agreement shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the issuance thereof.

SECTION 7.8. Governing Law. The laws of the State shall govern the construction and enforcement of this Agreement.

SECTION 7.9. Notices. Except as otherwise provided in this Agreement, all notices, demands, requests, consents, approvals, certificates or other communications required under this Agreement to be in writing shall be sufficiently given and shall be deemed to have been properly given three Business Days after the same is mailed by certified mail, postage prepaid, return receipt requested, addressed to the person to whom any such notice, demand, request, approval, certificate or other communication is to be given, at the address for such person designated below:

County: Harford County, Maryland
County Office Building
220 South Main Street
Bel Air, Maryland 21014
Attention: Treasurer

with a copy to: Robert S. McCord, Esquire
County Attorney
County Office Building
220 South Main Street
Bel Air, Maryland 21014

Seller: MILTON MARTIN

1 RAYMOND MARTIN
2 THE ESTATE OF ELSIE K. MARTIN
3 4504 Rocks Road
4 Street, Maryland 21154
5

6 Registrar: John R. Scotten, Jr.
7 Treasurer
8 County Office Building
9 220 South Main Street
10 Bel Air, Maryland 21014
11

12 Any of the foregoing may, by notice given hereunder to each of the others, designate any further
13 or different addresses to which subsequent notices, demands, requests, consents, approvals,
14 certificates or other communications shall be sent hereunder.
15

16 SECTION 7.10. Holidays. If the date for making any payment or the last date for
17 performance of any act or the exercising of any right, as provided in this Agreement, shall not be
18 a Business Day, such payment may, unless otherwise provided in this Agreement, be made or act
19 performed or right exercised on the next succeeding Business Day with the same force and effect
20 as if done on the nominal date provided in this Agreement, and in the case of payment no interest
21 shall accrue for the period after such nominal date.
22

23 WITNESS the signatures and seals of the parties hereto as of the date first above written.
24

25 HARFORD COUNTY, MARYLAND

26 [COUNTY'S SEAL]
27

28 By: _____
29 David R. Craig
30 County Executive

1 ATTEST:
2
3
4

5 Lorraine Costello
6 Director of Administration
7

8 WITNESS:
9

THE ESTATE OF ELSIE K. MARTIN

10
11 By: _____(SEAL)
12

13
14 _____(SEAL)
15 MILTON MARTIN
16

17
18 _____(SEAL)
19 RAYMOND MARTIN
20

21
22 SELLER

SCHEDULE I

INSTALLMENTS OF
DEFERRED PORTION OF PURCHASE PRICE
(MILTON MARTIN, RAYMOND MARTIN
AND THE ESTATE OF ELSIE K. MARTIN)

Date of Payment

Amount Payable

Plus initial payment of purchase
price on _____

\$ _____

TOTAL

\$ _____

**EXHIBIT A
TO INSTALLMENT
PURCHASE AGREEMENT**

**HARFORD COUNTY AGRICULTURAL LAND PRESERVATION
AND PURCHASE OF DEVELOPMENT RIGHTS PROGRAM**

DEED OF EASEMENT

THIS DEED OF EASEMENT made this _____ day of _____, 200____,
by and between _____, parties of the first part,
Grantor, and HARFORD COUNTY, MARYLAND, party of the second part, Grantee.

Explanatory Statement

A. The County Council of Harford County, Maryland enacted Bill No. 07-05, as amended, which created a new Article II, Agricultural Land Preservation Program, to Chapter 60, Agriculture, of the Harford County Code, as amended, for the purpose of establishing the Harford County Agricultural Land Preservation Act (the "Act") to preserve productive agricultural land and woodland which provides for the continued production of food and fiber for the citizens of the County; and

B. By authority of the Act, the Grantee may purchase development rights and family conveyances from agricultural landowners by subjecting the property to be purchased to an agricultural preservation easement restricting these rights and conveyances in perpetuity in the manner more specifically provided in the Act; and

C. The Grantor is the fee simple owner of the hereafter described parcel(s) of land located in Harford County, Maryland and desires to sell and convey to the Grantee an agricultural preservation easement to restrict such land to agricultural use in accordance with the Act and as hereinafter set forth; and

D. Bill No. _____, passed by the County Council of Harford County, Maryland on _____, approved by the County Executive on _____ and effective _____, authorizes Harford County, Maryland to purchase development rights and family conveyance in up to _____ acres of agricultural land from _____.

E. The Grantor is a "Landowner" as defined in Section 60-10 of the Act.

NOW, THEREFORE, in consideration of the sum of _____ Dollars (\$ _____) and other valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey to Harford County, Maryland, as Grantee, its successors and assigns, an agricultural preservation easement, together with and subject to the covenants, conditions, limitations and

restrictions hereafter set forth so as to constitute and equitable servitude thereon, in, under and over the parcel(s) of land situate in _____ Harford County, Maryland and being more particularly described in Exhibit A attached hereto.

AND, FURTHER, together with all transferable development rights in accordance with the provisions of Section 267-34(D)(4) of the Code of Harford County, Maryland, and all family conveyances in accordance with the provisions of Section 267-34(D)(3)(d) of the Code of Harford County, Maryland.

AND the Grantor covenants for themselves, and for their respective heirs, personal representatives and assigns, with the Grantee, its successors and assigns, to do and refrain from doing upon the above-described land all and any of the various acts hereafter set forth, it being the intention of the parties that said land shall be preserved solely for the agricultural use as defined in and in accordance with the provision of the Act, and hereafter set forth are intended to limit the use of the above-described land and are deemed to be and shall be construed as covenants running with the land.

COVENANTS, CONDITIONS, LIMITATIONS AND RESTRICTIONS

Subject to the reservations hereinafter contained and except as otherwise provided herein, the Grantor, for themselves and their respective heirs, personal representatives and assigns, covenants and agrees with Grantee as follows:

A. The above-described land may not be developed or otherwise used for other than agricultural use (as defined in the Act):

B. The above-described land shall be maintained in agricultural use or properly managed so that it is available for continued agricultural use from the date of the recording of this instrument among the Land Records of Harford County.

C. At the time of establishment of the easement hereby granted, a soil and water conservation plan as prepared by the Soil Conservation District shall be implemented and maintained with respect to the above-described land.

D. To not allow any type of residential subdivision, other than that outlined in the easement as owner/child lots and to limit the utilization of the above-described land to Agricultural Uses as defined in the Agricultural Land Preservation and Purchase of Development Rights Program and including those uses contained in Section 267-43(F) of the Harford County Zoning Code, as amended.

E. The construction of new buildings or structures on the above-described land, other than farm buildings that did not exist at the time of the establishment of the within easement, is contingent upon the written application to and approval by the Department of Planning and Zoning, subject to review by and recommendation of the Agricultural Land Preservation Advisory Board.

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F. Subject to the provisions of paragraphs G and H hereof:

1. The Grantor may at any time hereafter request a two (2) acre or less lot exclusion for the exclusive residential use of the Grantor. Such request (a) must be made by letter provided to the Department of Planning and Zoning verifying the Grantor's intention to live in a dwelling situate within any lot so excluded; (b) shall be subject to review and recommendation of the Agricultural Land Preservation Advisory Board; (c) the use and occupancy permit must be in the name of the owner/grantor; and (d) the owner's lot may not be sold or transferred for a period of five (5) years from the date of issuance of the use and occupancy permit except in the event of the death or legal incompetence of the owner or if the lot is part of bankruptcy proceedings; or with approval of the Department of Planning and Zoning, subject to review and recommendation of the Agricultural Land Preservation Advisory Board. Upon such request and recommendation of the Agricultural Land Preservation Advisory Board, Grantee shall execute and deliver to Grantor, his/her personal representatives, successors and assigns, an instrument in recordable form releasing such lot from the force and effect of this Deed of Easement and all covenants, conditions, limitations and restrictions herein set forth.

2. The Grantor may at any time hereafter request the right to construct, use and occupy a tenant home on the above-described land in accordance with the conditions established within Section 267-26(D) of the Harford County Zoning Code, as amended. Such request (a) must be made by letter provided to the Department of Planning and Zoning and (b) shall be subject to review and recommendation of the Agricultural Land Preservation Advisory Board. The tenant house shall not be subdivided off of the easement property.

3. The Grantor may at any time hereafter request in writing to the Department of Planning and Zoning a two (2) acre or less lot exclusion for the exclusive residential use of a child. Such request (a) must be from both Grantor and the child verifying the intention of the child to live in a dwelling situate within the lot so excluded; (b) shall be subject to the review and recommendation of the Agricultural Land Preservation Advisory Board; and (c) the building permit and the owner occupancy permit must be in the child's name. The child lot may not be sold or transferred for a period of five (5) years from the date of issuance of the use and occupancy permit except in the event of the death or the legal incompetence of the child or if the lot is part of bankruptcy proceedings; or with approval of the Department of Planning and Zoning, subject to review and recommendation of the Agricultural Land Preservation Advisory Board. Upon such request and recommendation of the Agricultural Land Preservation Advisory Board, Grantee shall execute and deliver to the child, his/her personal representatives, successors and assigns, an instrument in recordable form releasing such lot from the force and effect of this Deed of Easement and all covenants, conditions, limitations and restrictions herein set forth.

G. The exclusion of lots pursuant to the provisions of paragraph F above from the force and effect of this Deed of Easement and all covenants, conditions, limitations and restrictions herein set forth shall be subject to the following conditions:

1. The total number of such lot exclusions may not exceed one (1) lot for each twenty-five (25) acres contained within the above-described land or four (4) lots per easement property, whichever is less; and

2. The maximum size of any lot so excluded may not exceed a maximum lot area of two (2) acres, including within such area all Harford County right-of-way requirements unless waived by the Director of Planning, with the review and recommendation of the Agricultural Land Preservation Advisory Board; and

3. The Grantor requesting lot exclusion shall be required to repay the County for each lot so excluded in an amount equal to the amount paid per acre by Harford County to the Grantor to acquire the above-described land plus all costs associated with the establishment of such lot.

H. The rights reserved to the Grantor under paragraph F to request a lot exclusion shall be deemed a personal covenant only, and one that is not intended to run with the land and shall belong only to, and may be exercised only, by the Grantor named in this instrument.

I. The Grantor and all future landowners of the said property reserves the right to use the above-described land for any agricultural use as defined in the Agricultural Land Preservation and Purchase of Development Rights Program and including those uses contained in Section 267-43(F) of the Harford County Zoning Code, as amended, and further reserves all other rights, privileged and incidents to the ownership of the fee simple estate in the above-described land not hereby conveyed or otherwise limited by the covenants, conditions, limitations and restrictions herein set forth.

J. This instrument shall not be deemed to provide for or permit public access to any privately owned land except for periodic inspections by the Grantee.

K. The easement conveyed to the Grantee for the parcels of land described in Exhibit A is based upon _____ acres.

The Grantor further covenants that the Grantor has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that Grantor will warrant specially the property interest hereby conveyed; and the Grantor will execute such further assurances of the same as may be required.

As used herein, the singular form of a word includes both the singular and plural, the plural form of a word includes both plural and singular, and reference the words of certain gender includes reference to all genders.

No determination by any court, governmental body or otherwise that any provision of this Deed of Easement is invalid or unenforceable in any instance shall affect the validity or enforceability of (a) any other such provision or (b) such provision in any circumstance not controlled by such determination. Each such provision shall be valid and enforceable to the

fullest extent allowed by, and shall be construed wherever possible as being consistent with, applicable law.

WITNESS THE HAND AND SEAL of the undersigned.

WITNESS:

(SEAL)

STATE OF MARYLAND, COUNTY OF HARFORD, TO WIT:

I HEREBY CERTIFY that on this _____ day of _____, 200__, before me, the Subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, known to me (or satisfactorily proven) to be the person(s) whose name(s) are subscribed to the within instrument, and they acknowledged that they executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires: _____

I HEREBY CERTIFY that the foregoing Deed of Easement was prepared on behalf of Harford County, Maryland by or under the supervision of a member of the Bar of the Court of Appeals of Maryland.

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**EXHIBIT A
TO DEED OF EASEMENT**

Description of Land

**EXHIBIT B
TO INSTALLMENT
PURCHASE AGREEMENT**

PERMITTED ENCUMBRANCES

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company (all clauses, if any, which indicate any preference, limitation or discrimination based on race, color, religion or national origin are omitted from all building and use restrictions, covenants and conditions, if any, shown herein):

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for the value of record the estate or interest or mortgage thereon covered by this commitment.
2. Rights or claims of parties other than the insured in actual possession of any or all of the property.
3. Special assessments against the property which are not shown as existing liens by the public records.
4. Real estate taxes, other public charges (including, but not limited to, assessments by any county, municipality, Metropolitan District or Commission) and the balance of any such changes payable on an annual basis which are not yet due and payable.

**EXHIBIT C
TO INSTALLMENT
PURCHASE AGREEMENT**

ASSIGNMENT

FOR VALUE RECEIVED, _____ (the "Registered Owner"), subject to the approval of Harford County, Maryland, hereby sell[s], assign[s] and transfer[s] unto _____, without recourse, all of the Registered Owner's right, title and interest in and to the Installment Purchase Agreement to which this Assignment is attached; and the Registered Owner's hereby irrevocably directs the Registrar (as defined in such Agreement) to transfer such Agreement on the books kept for registration thereof. The Registered Owner hereby represents, warrants and certifies that there have been no amendments to such Agreement [except _____].

Date: _____

WITNESS OR ATTEST: _____

NOTICE: The signature on this Assignment must correspond with of the name of the Registered Owner as it appears on the registration books for the Installment Purchase Agreement referred to herein in every particular, without alteration or enlargement or any change whatever.

ADD NOTARY ACKNOWLEDGMENT

Transfer of the foregoing Installment Purchase Agreement, as indicated above is approved this ____ day of _____, 20__.

Harford County, Maryland

By: _____
David R. Craig
County Executive

